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8 **UNITED STATES DISTRICT COURT**

9 **NORTHERN DISTRICT OF CALIFORNIA**

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11 MICHAEL R. MARCUS and VICTORIA L.
12 MARCUS,

13 Plaintiffs,

14 vs.

15 AIR & LIQUID SYSTEMS CORPORATION,
et al.,

16 Defendants.

17 Case No.: 4:22-cv-09058-HSG

18 [Alameda County Superior Court Case No.:
19 22CV021840]

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21 **PROVISIONAL STIPULATION OF
DISMISSAL WITH PREJUDICE:
CLEAVER BROOKS, INC., F/K/A
CLEAVER-BROOKS, A DIVISION OF
AQUA-CHEM, INC.; ORDER**

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23 Courtroom: 02, 4th Floor
24 District Judge: Hon. Haywood S. Gilliam Jr.

25 Filed in State Court: November 15, 2022

26 Removed to NDCA: December 21, 2022

27 Trial Date: September 9, 2024.

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that, pursuant to Federal Rule of Civil Procedure Section
3 41(a)(1)(A)(i)(ii), Plaintiffs Michael R. Marcus and Victoria L. Marcus (“Plaintiffs”) and
4 CLEAVER BROOKS, INC., F/K/A CLEAVER-BROOKS, A DIVISION OF AQUA-CHEM,
5 INC. (“Defendant”) hereby stipulate as follows:

6 1. On November 15, 2022, Plaintiffs filed their Complaint for Personal Injury and Loss
7 of Consortium – Asbestos in the Superior Court of the State of California, County of Alameda
8 Case No. 22CV021840.

9 2. On December 21, 2022, the above action was removed to the United States District
10 Court, Northern District of California, Case No. 4:22-09058.

11 3. On August 28, 2024, Plaintiffs and Defendant reached an agreement of all claims in
12 this action.

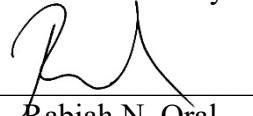
13 4. The terms of settlement are not yet perfected, but Plaintiffs and Defendant agree that
14 this matter should not be litigated due to the agreed-upon resolution.

15 Based on the foregoing facts, Plaintiffs and Defendant stipulate and agree to the
16 following:

17 This Court should conditionally dismiss this Action in its entirety against CLEAVER
18 BROOKS, INC., F/K/A CLEAVER-BROOKS, A DIVISION OF AQUA-CHEM, INC., only,
19 with prejudice. As the terms of settlement are not yet perfected, this Court will retain
20 jurisdiction over the matter for sixty (60) days.

21 DATED: September 3, 2024

22 Maune Raichle Hartley French & Mudd LLC

23 By: 

24 Rabiah N. Oral

25 Attorney for Plaintiffs

1 DATED: September 3, 2024

MORGAN, LEWIS & BOCKIUS LLP

2 By: 

3 Edward R. Ulloa

4 Michael B. Giaquinto

5 Amy J. Talarico

6 Attorneys for CLEAVER BROOKS, INC.,

7 f/k/a CLEAVER-BROOKS, a Division of

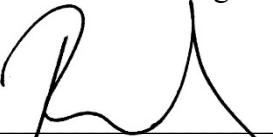
8 AQUA-CHEM, INC.

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10 **LOCAL RULE 5-1(i)(3) SERVICE AND FILING OF PLEADINGS AND OTHER**
PAPERS

11 In accordance with L.R5-1(i)(3), I, Rabiah N. Oral, attest that all signatories identified
12 above, and on whose behalf the filing is submitted, concur in the filing's content and have
13 authorized the filing.

14 DATED: September 3, 2024

15 By: 

16 Rabiah N. Oral, Esq.

17 Attorney for Plaintiffs

ORDER

Having read and considered the foregoing stipulation of parties, and good cause appearing:

PURSUANT TO STIPULATION, IT IS SO ORDERED that CLEAVER BROOKS, INC., F/K/A CLEAVER-BROOKS, A DIVISION OF AQUA-CHEM, INC., only, is conditionally dismissed with prejudice from this Action in its entirety. Perfection of the terms of the settlement is to be completed within 60 days of this signed Order. The Court shall retain jurisdiction for 60 days from the date of this signed Order.

IT IS SO ORDERED.

DATED: 9/4/2024

Haywood S. Gill Jr.
Hon. Haywood S. Gilliam, Jr.
UNITED STATES DISTRICT COURT JUDGE